REMARKS

Claims 25, 39-42 and 66-74 are pending. Claims 63-65 are hereby canceled. Claims 67-74 are new.

New claims 67-74 are supported throughout the specification, especially at pages 14-22, and share many of the limitations of canceled claims 63-65.

In a preferred embodiment, the present invention is directed to providing fans of sporting and other events the opportunity to purchase tickets to events of interest. The problem with popular sporting events is that after a fan learns, for example, that his team has definitely qualified for an event, he has to compete with other fans of that team (and the opposing team) for tickets. He also may have to deal with scalpers who charge prices well above the face value of the tickets. By buying an advance right to purchase tickets to the event if his team qualifies, the fan (for a small fee) can guarantee that he will be able to purchase tickets at approximately face value (most ticket purchases now have a transaction or service fee added).

Claims 63-65 are rejected in the Office Action mailed October 19, 2005 as anticipated by U.S. Pat. App. Pub. No. 2002/0004782, to Cincotta. Although these claims have been canceled, their rejections are respectfully traversed since new claims 67-74 share many of the same limitations, for the reasons provided below.

I. The Right to Take College Courses is Not Transferable

Claims 63-65 have been canceled. However, new claim 69 shares most of the same limitations, with some made more explicit. In particular, claim 69 has the limitation "transferable" which was in canceled claim 64 and which should make clear that the claimed right to purchase is not the sort of "option" taught by Cincotta.

As explained in more detail below, Cincotta says nothing about a transferable right to purchase one or more tickets. Indeed, the "options" of Cincotta are not transferable from one participant to another. As also explained below, there are several other reasons why the method

taught by Cincotta is not covered by new claims 67-74 (and was not covered by canceled claims 63-65).

II. The Office Action Misconstrues Several Claim Limitations

Applicant respectfully notes that the Patent Office is not free to construe claim terms in an unreasonable manner. Claims terms must be construed as they would be understood by one skilled in the art. Applicant realizes that during examination "the claims must be interpreted as broadly as their terms *reasonably* allow." MPEP § 2111.01(I). But this "means that the words of the claims must be given their plain meaning unless applicant has provided a clear definition in the specification." *Id.* "'Plain meaning' refers to the ordinary and customary meaning given to the term by those of ordinary skill in the art." MPEP § 2111.01(II) (heading). "It is the use of the words in the context of the written description and customarily by those skilled in the relevant art that accurately reflects both the 'ordinary' and the 'customary' meaning of the terms in the claims." *Id.*

In light of the above standards, it is clear that the Patent Office's interpretations of many of the terms of rejected claims 63-65 (shared by new claims 67-74) should be reconsidered.

For example, canceled claim 65 required that the right to attend corresponds to a ticket. New claims 69-74 also require tickets that "permit holders of said tickets to attend a specified event." Colleges and universities, as is well-known, do not provide tickets that allow the ticket holder to attend the college or university. Moreover, Cincotta teaches only providing funding, via a forward contract with the college and a premium paid by a participant for an option, for a participant's designated beneficiary to attend that college if the beneficiary can obtain admittance to that college. Thus, Cincotta says nothing about a ticket, and one skilled in the art (of either the present invention or Cincotta's invention) would not understand that one could attend college simply by obtaining a ticket.

Another example is the assertion in the Office Action that "College/University" is an event. Not only is this interpretation of the word "event" inconsistent with ordinary usage, it also is inconsistent with the description in Cincotta. Cincotta teaches "options" that, when exercised, allow the option holder (participant) to purchase college credits for a beneficiary at a discounted

rate (the rate that was extant when the option was purchased, as opposed to the rate extant when the option is exercised). Thus, to the extent that Cincotta can be said to teach an option for an event that is attended, that event must be the beneficiary obtaining the purchased item – college credits. I.e., the "event," from the "attendee's" (beneficiary's) perspective, if one concedes its existence, can only be "obtaining a certain number of college credits for oneself."

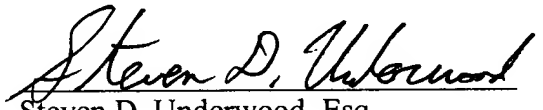
In light of the above discussion, claims 67-74 are believed to be clearly allowable, and prompt allowance of these claims will be appreciated.

No statements made herein are intended to reduce the scope of the claims beyond that dictated by the plain wording of the claims themselves. Arguments regarding claim limitations are intended to apply only to claims explicitly possessing those limitations.

No fee is believed to be due with this Response. However, if any fee is due, please charge that fee to Deposit Account No. 50-0310.

Respectfully submitted,

Dated February 8, 2006



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